

RECORDATION NO. 18922 C FILED

MAR 30 '07 -2 30 PM

**SURFACE TRANSPORTATION BOARD**

**ALVORD AND ALVORD**  
**ATTORNEYS AT LAW**  
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WASHINGTON, D.C.

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E-MAIL [alvordlaw@aol.com](mailto:alvordlaw@aol.com)

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

March 30, 2007

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption of Lease Agreement, dated as of March 30, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission and Board under Recordation Number 18922.

The names and addresses of the parties to the enclosed document are:

**Assignor:** Sonoma Trust III by Wilmington Trust  
Company not in its individual capacity but  
solely as Trustee  
Rodney Square North  
1100 North Market Street  
Wilmington, DE 19801-0001

**Assignee:** Cypress Tank Car Leasing V, LLC  
188 The Embarcadero, Suite 420  
San Francisco, CA 94105

Mr. Vernon A. Williams  
March 30, 2007  
Page 2

A description of the railroad equipment covered by the enclosed document is:

98 railcars within the series PVCX 13410 – PVCX 13509 as more particularly set forth in the equipment schedule attached to the document.

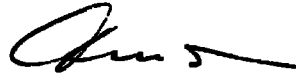
A short summary of the document to appear in the index is:

Assignment and Assumption of Lease Agreement.

Also enclosed is a check in the amount of \$34.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/sem  
Enclosures

MAR 30 '07 -2 30 PM

**ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT****SURFACE TRANSPORTATION BOARD**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Sonoma Trust III, a Delaware statutory trust ("Assignor"), hereby sells, assigns, transfers and sets over unto Cypress Tankcar Leasing V, LLC, a California limited liability company ("Assignee"), all of Assignor's right, title and interest as lessor under the lease documents set forth and described on Schedule 1 hereto, but only to the extent such lease documents relate to the railcars identified on Schedule 2 hereto (collectively, the "Lease").

Except as otherwise specifically set forth in Sections 6.1, 6.2 and 6.3 of the Rail Car Purchase and Sale Agreement by and between Assignor and Assignee dated as of March 30, 2007 (the "Purchase Agreement"), the assignment set forth herein is made without warranty or representation of any kind or type whatsoever, express or implied. No representation or warranty is made by Assignor as to, and Assignor shall have no liability hereunder with respect to, (i) the collectibility of any rents or other payments under the Lease and (ii) the performance of any other duties or obligations of Lessee under the Lease. Assignor hereby agrees to execute such further documentation as Assignee may reasonably request in order to carry out the purpose of this Assignment.

Assignee hereby accepts the rights, and assumes the obligations, of Assignor as lessor under the Lease arising, accruing or occurring from and after the date hereof as if the Assignee had been an original party thereto. Assignor shall have no liabilities or obligations as lessor under the Lease arising, accruing or occurring from and after the date hereof. Assignor agrees to perform when due all obligations of Assignor under the Lease arising, accruing or occurring prior to the date hereof. Assignor acknowledges and agrees that from and after the date hereof Assignor shall have no further right, interest or title in or under the Lease, including any right, interest or title to any payments due under the Leases; *provided, however*, that Assignee acknowledges and agrees that Assignor has not assigned to Assignee and Assignor hereby reserves, and Assignee has not accepted any rights of Assignor to, any liability insurance payments or indemnity payments made or to be made after the date hereof but relating to acts or events prior to the date hereof or relating to Assignor's ownership of the Cars and the Leases prior to the date hereof, and the right to receive any communications under the Lease with respect to the foregoing reserved rights.

This instrument shall be governed by and construed in accordance with the laws of the State of California. This instrument may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopy by a party of a copy of an executed counterpart hereof shall constitute execution and delivery hereof by such party.

This Assignment shall inure to the benefit of, and shall be binding upon, Assignor and Assignee and their respective successors and assigns, as permitted by the Purchase Agreement. Any amendments to this Assignment shall be made only in writing, signed by the parties hereto.

It is expressly understood and agreed by the parties hereto that (a) this Assignment and Assumption of Lease Agreement has been executed and delivered by Wilmington Trust

Company, not individually or personally but solely as Trustee of the Assignor (in such capacity, the "Trustee") in the exercise of the powers and authority conferred and vested in it as Trustee under the Trust Agreement of the Assignor, (b) each of the representations, undertakings and agreements made on the part of the Assignor herein are made and intended not as personal representations, undertakings and agreements by Wilmington Trust Company but are made and intended for the purpose of binding only the Assignor, (c) nothing contained herein shall be construed as creating any liability on Wilmington Trust Company, individually or personally, to perform any covenants either expressed or implied contained herein, all such liability, if any, being expressly waived by Assignee and by any Person claiming by, through or under Assignee and (d) under no circumstances shall Wilmington Trust Company be personally liable for the payment of any indebtedness or expenses of the Assignor or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Assignor under this Agreement.

***[signature page follows]***

IN WITNESS WHEREOF, the undersigned, have executed this Assignment and Assumption of Lease Agreement as of the date written below.

Dated as of: March 30, 2007

**ASSIGNOR:**

SONOMA TRUST III,  
a Delaware business trust

By: WILMINGTON TRUST COMPANY,  
not in its individual capacity but solely as

Trustee

By: \_\_\_\_\_

Name: Jose L. Paredes  
Assistant Vice President

Title: \_\_\_\_\_

**ASSIGNEE:**

CYPRESS TANK CAR LEASING V, LLC, a  
California limited liability company

By: Cypress Equipment Management  
Corporation III, its manager

By: \_\_\_\_\_

Name: Stephen R. Harwood

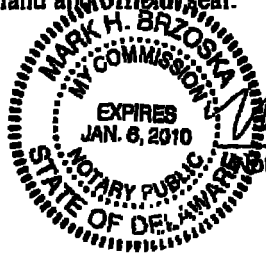
Title: President

[Signature Page to Assignment and Assumption of Leases Agreement]

State of Delaware        }  
                                     }  
County of New Castle     )

On March 30<sup>th</sup>, 2007, before me, Mark H. Brzoska Notary Public, personally appeared Jose Parades, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Mark H. Brzoska  
Notary Public  
MARK H BRZOSKA  
Notary Public - State of Delaware  
My Comm. Expires Jan. 6, 2010

State of California        }  
                                     }  
County of San Francisco   )

On March \_\_, 2007, before me, \_\_\_\_\_, a Notary Public, personally appeared Stephen R. Harwood, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the undersigned, have executed this Assignment and Assumption of Lease Agreement as of the date written below.

Dated as of: March 30, 2007

**ASSIGNOR:**

SONOMA TRUST III,  
a Delaware business trust

By: WILMINGTON TRUST COMPANY,  
not in its individual capacity but solely as  
Trustee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

CYPRESS TANK CAR LEASING V, LLC, a  
California limited liability company

By: Cypress Equipment Management  
Corporation III, its manager

By:  \_\_\_\_\_

Name: Stephen R. Harwood

Title: President

[Signature Page to Assignment and Assumption of Leases Agreement]

State of                                }  
   }  
County of    )

On March \_\_, 2007, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

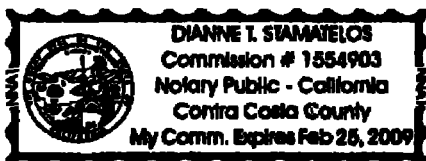
WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

State of California                }  
   }  
County of San Francisco        }

On March 29, 2007, before me, DIANNE T. STAMATELOS, a Notary Public, personally appeared Stephen R. Harwood, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Dianne T StamateLOS  
Notary Public



**SCHEDULE 1**  
**(List of Lease Documents)**

**SAN MANUEL ARIZONA – 030-0063842-801**

Lease Addendum No. 1 dated as of April 9, 1996 between Pitney Bowes Credit Corporation, Lessor, and BHP Copper Inc., formerly Magma Copper Company, Lessee.

Assignment and Assumption Agreement dated as of December 3, 1992 between Magma Copper Company, Assignor, and San Manuel Arizona Railroad Company, Assignee, and Pitney Bowes Credit Corporation, Lessor.

Memorandum of Assignment of Master Equipment Lease Agreement dated as of June 3, 1994 between Magma Copper Company, Transferor, San Manuel Arizona Railroad Company, Transferee, and Pitney Bowes Credit Corporation, Lessor.

Lease Schedule No. 801 dated as of December 23, 1992 between Pitney Bowes Credit Corporation, Lessor, and Magma Copper Company, Lessee. Addendum A – Stipulated Loss Value – and Addendum B – Termination Value Table – attached thereto.

Master Equipment Lease Agreement dated as of December 3, 1992 between Pitney Bowes Credit Corporation, Lessor, and Magma Copper Company, Lessee.

**SAN MANUEL ARIZONA – 03-7745243-801**

Equipment Lease Agreement dated as of July 28, 1994 between Pitney Bowes Credit Corporation, Lessor, and Magma Copper Company, Lessee.

Memorandum of Equipment Lease Agreement and Assignment of Equipment Lease Agreement dated as of August 1, 1994 between Magma Copper Company, Transferor, and San Manuel Arizona Railroad Company, Transferee, and Pitney Bowes Corporation, Lessor.

Lease Schedule No. 801 dated as of July 28, 1994 between Pitney Bowes Credit Corporation, Lessor, and Magma Copper Company, Lessee.

Assignment and Assumption Agreement dated as of July 28, 1994 between Magma Copper Company, Assignor, and San Manuel Arizona Railroad Company, Assignee, and Pitney Bowes Credit Corporation, Lessor. Casualty Value Table and Termination Value Table attached thereto.

Lease Addendum No. 1 dated as of April 9, 1996 between Pitney Bowes Credit Corporation, Lessor, and BHP Copper Inc., formerly Magma Copper Company, Lessee.

**Schedule 2**  
**The Cars**

**Cars subject to 1994 Lease**

	<b>INITIAL</b>	<b>NUMBER</b>
1.	PVCX	13410
2.	PVCX	13411
3.	PVCX	13412
4.	PVCX	13413
5.	PVCX	13414
6.	PVCX	13415
7.	PVCX	13416
8.	PVCX	13417
9.	PVCX	13418
10.	PVCX	13419
11.	PVCX	13420
12.	PVCX	13421
13.	PVCX	13422
14.	PVCX	13423
15.	PVCX	13424
16.	PVCX	13425
17.	PVCX	13426
18.	PVCX	13427
19.	PVCX	13429
20.	PVCX	13430
21.	PVCX	13431
22.	PVCX	13432
23.	PVCX	13433
24.	PVCX	13434
25.	PVCX	13435
26.	PVCX	13436
27.	PVCX	13437
28.	PVCX	13438
29.	PVCX	13439
30.	PVCX	13440
31.	PVCX	13441
32.	PVCX	13442
33.	PVCX	13443
34.	PVCX	13444
35.	PVCX	13445
36.	PVCX	13446
37.	PVCX	13448
38.	PVCX	13449
39.	PVCX	13450

	INITIAL	NUMBER
40.	PVCX	13451
41.	PVCX	13452
42.	PVCX	13453
43.	PVCX	13454
44.	PVCX	13455
45.	PVCX	13456
46.	PVCX	13457
47.	PVCX	13458
48.	PVCX	13459
49.	PVCX	13460
50.	PVCX	13461
51.	PVCX	13462
52.	PVCX	13463
53.	PVCX	13464
54.	PVCX	13465
55.	PVCX	13466
56.	PVCX	13467
57.	PVCX	13468
58.	PVCX	13469
59.	PVCX	13470
60.	PVCX	13471
61.	PVCX	13472
62.	PVCX	13473
63.	PVCX	13474
64.	PVCX	13475
65.	PVCX	13476
66.	PVCX	13477
67.	PVCX	13478
68.	PVCX	13479
69.	PVCX	13480
70.	PVCX	13481
71.	PVCX	13482
72.	PVCX	13483
73.	PVCX	13484
74.	PVCX	13485
75.	PVCX	13486
76.	PVCX	13487
77.	PVCX	13488
78.	PVCX	13489
79.	PVCX	13490
80.	PVCX	13491
81.	PVCX	13492
82.	PVCX	13493
83.	PVCX	13494

	INITIAL	NUMBER
84.	PVCX	13495
85.	PVCX	13496
86.	PVCX	13497
87.	PVCX	13498
88.	PVCX	13499
89.	PVCX	13500
90.	PVCX	13501
91.	PVCX	13502
92.	PVCX	13503
93.	PVCX	13504
94.	PVCX	13505
95.	PVCX	13506
96.	PVCX	13507
97.	PVCX	13508
98.	PVCX	13509

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

3/30/07



\_\_\_\_\_  
Robert W. Alvord